BILL NO. S-85-03-33

SPECIAL ORDINANCE NO. S- 40-85

AN ORDINANCE approving a Contract by and between the City of Fort Wayne, Indiana, through its Board of Public Works and Safety and Leininger Excavating, Inc., for offsite ditch work at Summit Park.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Approval is hereby given for the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety, to enter into a Contract with Leininger Excavating, Inc., for offsite ditch work at Summit Park, in the amount of Fourteen Thousand Eight Hundred and No/100 Dollars ($14,800.00), as referenced on the attached documentation.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Eisbart, seconded by Bradbury, and duly adopted, read the second time by title and referred to the Committee Sensible (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S

DATE: 2-12-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbart, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-26-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE (~~RESOLUTION~~) NO. D-40-85 on the 26th day of March, 19 85,

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of March, 19 85, at the hour of 11:30 o'clock A .M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of March, 19 85, at the hour of 11:30 o'clock A .M.,E.S.T.

WIN MOSES, JR., MAYOR

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE I
SANITARY SEWERS

RES. NO. 74 - 150 - 2
E.D.A. NO. 06 - 01 - 02027

CONTRACTOR	ENGINEER/CPP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE / WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID												
	8" Sewer Pipe	440+ LF	8,360.00	16.50	7,260.00	12.60	5,544.00	17.94	7,893.60	17.00	7,480.00		
	10" Sewer Pipe	1,700+LF	35,700.00	17.00	28,900.00	18.00	30,600.00	19.50	33,150.00	18.00	30,600.00		
	15" Sewer Pipe	1,550+LF	38,750.00	26.50	41,075.00	22.40	34,720.00	28.17	43,663.50	20.00	31,000.00		
	15" D.I. Casing Pipe Class 51	60+LF	1,200.00	20.00	1,200.00	34.00	2,040.00	28.81	1,728.60	40.00	2,400.00		
	Std. 48" MH Type I-A	10+EA	15,000.00	1,475.00	14,750.00	1,540.00	15,400.00	1,223.64	12,236.40	1,200.00	12,000.00		
	Std. 48" MH Type VI-A (drop MH)	2 + EA	4,000.00	2,500.00	5,000.00	2,280.00	4,560.00	1,927.53	3,855.06	1,600.00	3,200.00		
	6" 'T' or 'WYE' (incl. risers as necessary plus plugs)	11+ EA	1,100.00	115.00	1,265.00	205.00	2,255.00	211.11	2,322.21	100.00	1,100.00		
	6" Sewer Tap Line	270+ LF	2,700.00	9.00	2,430.00	10.00	2,700.00	15.24	4,114.80	10.00	2,700.00		
	12" and 15" Pipe Bulkheads (one of each)	Lump Sum	200.00	300.00	300.00	300.00	300.00	99.00	99.00	500.00	500.00		
	Special Backfill #53 or #73	350+ CY	4,450.00	9.90	3,465.00	12.90	4,515.00	11.67	4,084.50	13.00	4,550.00		
	SUBTOTAL OF BASE BID		111,460.00		105,645.00		102,634.00		113,147.67		95,530.00		
	ALTERNATE #1 (Matrix Way)												
	8" Sewer Pipe	490+ LF	9,310.00	17.50	8,575.00	17.90	8,771.00	23.09	11,314.10	17.00	8,330.00		
	Std. 48" MH Type I-A	1+ EA	1,500.00	1,400.00	1,400.00	1,650.00	1,650.00	1,368.18	1,368.18	1,200.00	1,200.00		
	6" 'T' or 'Y' (inc. risers as necessary plus plugs)	4+ EA	400.00	85.00	340.00	250.00	820.00	173.26	693.04	100.00	400.00		
	6" Sewer Tap Line	170+ LF	1,700.00	9.00	1,530.00	10.00	1,700.00	19.25	3,272.50	10.00	1,700.00		
	Special Backfill #53 or #73	400+ CY	5,200.00	9.90	3,960.00	12.90	5,160.00	11.67	4,668.00	13.00	5,200.00		
	SUBTOTAL OF ALTERNATE #1		18,110.00		15,805.00		18,101.00		21,315.82		16,830.00		
	ALTERNATE #2 (Disc Drive) (DELETE)												
	8" Sewer Pipe	770+ LF	14,630.00	16.50	12,705.00	13.10	10,087.00	17.40	13,398.00	17.00	13,090.00		
	Std. 48" MH Type I-A	3+ EA	4,500.00	1275.00	3,825.00	1,560.00	4,680.00	1,258.22	3,774.66	1,200.00	3,600.00		
	6" 'T' or 'Y' (incl risers as necessary plus plugs)	5+ EA	500.00	85.00	425.00	250.00	1,025.00	120.65	603.25	100.00	500.00		
	6" Sewer Tap Line	250+ LF	2,500.00	9.00	2,250.00	10.00	2,500.00	19.25	4,812.50	10.00	2,500.00		
	Special Backfill #53 or #73	300+ CY	3,900.00	9.90	2,970.00	12.90	3,870.00	11.67	3,501.00	13.00	3,900.00		
	SUBTOTAL OF ALTERNATE #2		26,030.00		22,175.00		22,162.00		26,089.41		23,590.00		
	TOTAL COST OF PHASE I (SANITARY SEWERS)		155,600.00		143,625.00		142,897.00		160,552.90		135,950.00		
	BASE BID & ALT. NO. 1 - TOTAL		129,570.00										

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE II
WATER MAINS

RES. NO. 74 - 150 - 2
E.D.A. NO. 06-01-02027

CONTRACTOR	ENGINEER/CDP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.*	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE/WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID - INNOVATION BOULEVARD												
	12" CL #50 Ductile Iron Water Main	1275± LF	20,416.00	17.00	21,675.00	16.60	21,165.00	19.98	25,474.50	17.00	26,675.00		
	12" x 45° Elbows (restrained)	6± EA	3,000.00	325.00	1,950.00	413.00	2,478.00	231.25	1,387.50	500.00	3,000.00		
	Type I fire Hydrant Assys	2± EA	2,700.00	1,350.00	2,700.00	1,523.00	3,046.00	1,967.50	3,935.00	1,700.00	3,400.00		
	Relocate Existing Fire Hydrants	4± EA	3,200.00	600.00	2,400.00	900.00	3,600.00	1,617.85	6,471.40	600.00	2,400.00		
	SUBTOTAL OF BASE BID		29,316.00		28,725.00		30,289.00		37,268.40		30,475.00		
	ALTERNATE BID #1 (Matrix Way)												
	12" C1 #50 Ductile Iron Water Main	1080± LF	17,280.00	17.00	18,360.00	16.60	17,928.00	21.78	23,522.40	17.00	18,360.00		
	12" Gate Valve w/Box	1± EA	750.00	900.00	900.00	827.00	827.00	1,053.75	1,053.75	1,500.00	1,500.00		
	12" x 12" Tee (Restrained)	1± EA	450.00	500.00	500.00	468.00	468.00	396.95	396.95	700.00	700.00		
	Type III Fire Hydrant Assys	2± EA	2,900.00	1375.00	2,750.00	1,551.00	3,102.00	1,990.00	3,980.00	1,800.00	3,600.00		
	Type V Fire Hydrant Assys	1± EA	1,000.00	1400.00	1,400.00	1,379.00	1,379.00	1,653.75	1,653.75	1,500.00	1,500.00		
	12" x 6" Reducer	1± EA	300.00	165.00	165.00	355.00	355.00	185.99	185.99	300.00	300.00		
	SUBTOTAL OF ALTERNATE #1		22,680.00		24,075.00		24,059.00		30,792.84		25,960.00		
	TOTAL BASE BID & ALT. NO. 1		51,996.00		52,800.00								
	ALTERNATE BID #2 (Disc Drive) (DELETE)												
	12" CL #50 Ductile Iron Water Main	830± LF	13,280.00	17.00	14,110.00	16.60	13,778.00	20.71	17,189.30	17.00	14,110.00		
	12" x 22½° Elbows (restrained)	2± EA	1,000.00	300.00	600.00	464.00	928.00	272.50	545.00	500.00	1,000.00		
	Type III Fire Hydrant Assy	1± EA	1,450.00	1,375.00	1,375.00	1,551.00	1,551.00	1,990.00	1,990.00	1,800.00	1,800.00		
	Type V Fire Hydrant Assy	1± EA	1,000.00	1,400.00	1,400.00	1,379.00	1,379.00	1,591.25	1,591.25	1,500.00	1,500.00		
	12" x 6" Reducer	1± EA	300.00	165.00	165.00	355.00	355.00	239.19	239.19	300.00	300.00		
	SUBTOTAL OF ALTERNATE #2		17,030.00		17,650.00		17,991.00		21,554.74		18,710.00		
	TOTAL COST OF PHASE II (WATER MAINS)		69,010.00		70,450.00		72,339.00		89,615.98		75,145.00		
	TOTAL BASE BID & ALT. NO. 1		51,996.00										

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE III
STORM SEWERS

RES. NO. 74 - 150 - 2
E.D.A. NO. 06-01-02027

CONTRACTOR	ENGINEER/CDP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE / WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID												
	12" RCP Class IV	920± LF	18,400.00	18.50	17,020.00	17.70	16,284.00	17.24	15,860.80	19.00	17,480.00		
	12" CMP Gauge 16	15± LF	300.00	20.00	300.00	16.70	250.50	16.74	251.10	19.00	285.00		
	15" RCP Class III	390± LF	9,360.00	19.00	7,410.00	20.40	7,956.00	18,68	7,285.20	21.50	8,385.00		
	18" RCP Class III	40± LF	1,040.00	27.00	1,080.00	23.50	940.00	23.64	945.60	27.00	1,080.00		
	21" RCP Class III	75± LF	2,250.00	32.00	2,400.00	26.70	2,002.50	34.38	2,578.50	32.50	2,437.50		
	24" RCP Class III	505± LF	16,160.00	42.00	21,210.00	32.30	16,311.50	33.52	16,927.60	37.00	18,685.00		
	30" RCP Class III	590± LF	23,600.00	44.00	25,960.00	44.60	26,314.00	43.80	25,842.00	45.00	26,550.00		
	36" RCP Class III	340± LF	15,300.00	51.00	17,340.00	55.90	19,006.00	62.17	21,137.80	52.00	17,680.00		
	42" RCP Class III	65± LF	3,900.00	63.00	4,095.00	67.20	4,368.00	75.32	4,895.80	75.50	4,907.50		
	48" RCP Class III	190± LF	13,300.00	72.50	13,775.00	91.00	17,290.00	84.50	16,055.00	90.00	17,100.00		
	Std. 48" MH Type I-A	3± EA	4,500.00	1,300.00	3,900.00	1,350.00	4,050.00	1,105.83	3,317.49	1,000.00	3,000.00		
	Std. 48" MH Type I-C	1± EA	1,700.00	1,425.00	1,425.00	1,380.00	1,380.00	1,077.12	1,077.12	1,100.00	1,100.00		
	Std. 48" MH Type I-G	2± EA	3,200.00	975.00	1,950.00	990.00	1,980.00	958.98	1,917.96	1,100.00	2,200.00		
	Std. 60" MH Type II-A	1± EA	2,500.00	2,150.00	2,150.00	2,210.00	2,210.00	1,865.49	1,865.49	2,000.00	2,000.00		
	Std. 72" MH Type II-A	1± EA	3,000.00	2,450.00	2,450.00	2,772.00	2,772.00	2,203.08	2,203.08	2,800.00	2,800.00		
	Std. 96" MH Type II-A	1± EA	5,000.00	3,250.00	3,250.00	3,809.00	3,809.00	3,668.28	3,668.28	4,600.00	4,600.00		
	Std. 48" MH - Adjust to Grade	4± EA	400.00	225.00	900.00	350.00	1,400.00	660.00	2,640.00	300.00	1,200.00		
	Std. Inlet Type I-C	13± EA	9,750.00	435.00	5,655.00	680.00	8,840.00	725.67	9,433.71	650.00	8,450.00		
	Std. Inlet Type I-G	4± EA	2,000.00	420.00	1,680.00	660.00	2,640.00	703.56	2,814.24	650.00	2,600.00		
	Type C Casting & Installation	2± EA	300.00	300.00	600.00	250.00	500.00	221.76	443.52	400.00	800.00		
	12" Metal End Section (Galvanized)	1± EA	100.00	100.00	100.00	203.00	203.00	109.30	109.30	75.00	75.00		
	30" Metal End Section (Galvanized)	1± EA	300.00	500.00	500.00	613.00	613.00	444.97	444.97	500.00	500.00		
	42" Metal End Section (Galvanized)	1± EA	600.00	750.00	750.00	975.00	975.00	949.58	949.58	800.00	800.00		
	Special Backfill #53 or #73	550± CY	7,150.00	9.90	5,445.00	12.90	7,095.00	11.67	6,418.50	13.00	7,150.00		
	7' x 5' Concrete Box Culvert	90± LF	24,750.00	295.00	26,550.00	263.00	23,670.00	290.00	26,100.00	300.00	27,000.00		
	30" Brick Bulkhead	2± EA	200.00	200.00	400.00	150.00	300.00	132.00	264.00	500.00	1,000.00		
	SUBTOTAL OF BASE BID		169,060.00		168,295.00		173,159.50		175,446.64		179,865.00		
	ALTERNATE #1 (Matrix Way)												
	12" RCP Class IV	490± LF	9,800.00	18.50	9,065.00	17.70	8,673.00	16.36	8,016.40	19.00	9,310.00		
	15" RCP Class IV	105± LF	2,835.00	21.00	2,205.00	19.30	2,026.50	20.28	2,129.40	21.50	2,257.50		
	18" RCP Class III	15± LF	390.00	27.00	405.00	23.50	352.50	24.49	367.35	27.00	405.00		
	21" RCP Class III	5± LF	150.00	32.00	160.00	26.70	133.50	28.38	141.90	32.50	162.50		
	25" RCP Class III	65± LF	2,080.00	42.00	2,730.00	32.30	2,099.50	32.77	2,130.05	37.00	2,405.00		
	30" RCP Class III	375± LF	15,000.00	44.00	16,500.00	44.60	16,725.00	49.34	18,502.50	45.00	16,875.00		
	Std. 48" MH Type I-A	2± EA	3,000.00	950.00	1,900.00	900.00	1,800.00	1,054.02	2,108.04	1,000.00	2,000.00		
	Std. 48" MH Type I-C	1± EA	1,700.00	850.00	850.00	871.00	871.00	920.04	920.04	1,050.00	1,050.00		
	Std. 72" MH Type II-A	1± EA	3,000.00	2,300.00	2,300.00	2,560.00	2,560.00	2,137.08	2,137.08	2,800.00	2,800.00		
	Std. Inlet Type I-C	1± EA	750.00	450.00	450.00	680.00	680.00	716.76	716.76	650.00	650.00		
	Special Backfill #53 or #73	200± CY	2,600.00	9.90	1,980.00	12.90	2,580.00	11.67	2,334.00	13.00	2,600.00		
	SUBTOTAL OF ALTERNATE #1		41,305.00		38,545.00		38,501.00		39,503.52		40,515.00		
	TOTAL BASE BID & ALT. NO. 1		210,365.00		206,840.00								

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE III
STORM SEWERS (CONTINUED)

RES. NO. 74 - 150 - 2
E.D.A. NO. 06 - 01 - 02027

CONTRACTOR	ENGINEER/CDP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC. *	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE / WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	ALTERNATE #2 (Disc Drive) (DELETE)												
	12" RCP Class IV	90± LF	1,800.00	18.50	1,665.00	17.70	1,593.00	18.18	1,636.20	19.00	1,710.00		
	18" RCP Class III	125± LF	3,250.00	27.00	3,375.00	23.50	2,937.50	23.48	2,935.00	21.50	2,687.50		
	21" RCP Class III	280± LF	8,400.00	32.00	8,960.00	26.70	7,476.00	28.31	7,926.80	27.00	7,560.00		
	27" RCP Class III	475± LF	16,625.00	38.50	18,287.50	32.50	15,437.50	36.18	17,185.50	40.50	19,237.50		
	30" RCP Class III	325± LF	13,000.00	44.00	14,300.00	41.60	13,520.00	43.32	14,079.00	45.00	14,625.00		
	Std. 48" MH Type I-A	2± EA	4,500.00	1,050.00	2,100.00	1,036.00	2,072.00	1,211.10	2,422.20	1,000.00	2,000.00		
	Std. 48" MH Type I-C	1± EA	1,700.00	1,000.00	1,000.00	1,029.00	1,029.00	1,103.85	1,103.85	1,050.00	1,050.00		
	Std. 48" MH Type I-G	1± EA	1,600.00	900.00	900.00	1,036.00	1,036.00	1,182.06	1,182.06	1,000.00	1,000.00		
	Std. 60" MH Type II-A	1± EA	2,500.00	2,050.00	2,050.00	2,041.00	2,041.00	2,019.60	2,019.60	2,000.00	2,000.00		
	Std. Inlet Type I-C	3± EA	2,250.00	450.00	1,350.00	680.00	2,040.00	725.67	2,177.01	650.00	1,950.00		
	Special Backfill #53 or #73	250± CY	3,250.00	9.90	2,475.00	12.90	3,225.00	11.67	2,917.50	13.00	3,250.00		
	SUBTOTAL OF ALTERNATE #2		58,875.00		56,462.50		52,407.00		55,584.72		57,070.00		
	TOTAL COST OF STORM SEWERS		269,240.00		263,302.50		264,067.50		270,534.88		277,450.00		

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE III
STREETS

RES. NO. 74 - 150 - 2
E.D.A. NO. 06-01-02027

CONTRACTOR	ENGINEER/CDP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.*	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
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ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID - INNOVATION BOULEVARD												
	Pavement Removal	387± SY	812.70	3.50	1,354.50	23.00	8,901.00	5.50	2,128.50	5.00	1,935.00		
	Curb Removal	740± LF	1,850.00	3.50	2,590.00	1.60	1,184.00	3.30	2,442.00	2.50	1,850.00		
	Common Excavation	7,122±CY	9,494.60	1.52	10,825.44	1.90	13,531.80	2.97	21,152.34	4.00	28,488.00		
	Concrete Curb & Gutter Type II-B	6,838±LF	27,010.10	8.25	56,413.50	8.63	59,011.94	8.69	59,422.22	9.11	62,294.18		
	Compacted Aggregate Type "O" (6-in. depth) (To be placed under curb) #53	470± TN	3,995.00	8.00	3,760.00	6.37	2,993.90	6.60	3,102.00	6.90	3,243.00		
	Asphalt Base No. 5D (880 #/SY)	5,200±TN	122,200.00	24.50	127,400.00	24.74	128,648.00	24.97	129,844.00	26.11	135,772.00		
	Asphalt Binder No. 9 (220 #/SY)	1,300±TN	32,825.00	25.25	32,825.00	25.60	33,280.00	25.83	33,579.00	27.00	35,100.00		
	Asphalt Surface State Mix 11-B (110 #/SY)	660± TN	18,546.00	28.75	18,975.00	29.08	19,192.80	29.35	19,371.00	30.68	20,248.80		
	Bituminous Mixture for Approach	60± TN	2,700.00	45.60	2,736.00	45.23	2,713.80	45.65	2,739.00	47.73	2,863.80		
	Tack Coat 0.08 Gal./SY	8± TN	2,600.00	260.00	2,080.00	267.00	2,136.00	269.50	2,156.00	281.75	2,254.00		
	Special Borrow #53 or #73 Stone (Backfill for Water Trench)	1,348±TN	11,458.00	9.90	13,345.20	11.47	15,461.56	6.44	8,681.12	13.00	17,524.00		
	Sign - NO PARKING (R-8-3) 12" x 18"	20± EA	800.00	60.00	1,200.00	65.00	1,300.00	59.40	1,188.00	68.31	1,366.20		
	Sign - SPEED LIMIT 30 (R2-1) 24" x 30"	4± EA	200.00	60.00	240.00	65.00	260.00	59.40	237.60	68.31	273.24		
	Sign - STOP (R1-1) 30" x 30"	2± EA	150.00	115.00	230.00	120.00	240.00	110.55	221.10	127.08	254.16		
	Sign - Keep Right Symbol (R4-7) 24" x 30"	3± EA	150.00	60.00	180.00	65.00	195.00	59.40	178.20	68.31	204.93		
	Pavement Markings (6" Yellow Thermoplastic)	6,068±LF	8,191.80	.54	3,276.72	.55	3,337.40	.48	2,912.64	.75	4,551.00		
	Pavement Markings (6" White Thermoplastic)	1,000±LF	1,350.00	.54	540.00	.55	550.00	.48	480.00	.75	750.00		
	SUBTOTAL OF BASE BID		244,333.20		277,971.36		292,937.20		289,834.72		318,972.31		
	ALTERNATE #1 - MATRIX WAY												
	Common Excavation	1,240±CY	3,596.00	1.52	1,884.80	1.95	2,418.00	2.97	3,682.80	4.00	4,960.00		
	Concrete Curb & Gutter	2,115±LF	8,354.25	8.25	17,448.75	8.63	18,252.45	8.69	18,379.35	9.11	19,267.65		
	Compacted Aggregate Type "O" No. 53 (6" Depth to be used under curb)	240± TN	2,040.00	8.00	1,920.00	6.37	1,528.80	6.60	1,584.00	6.90	1,656.00		
	Asphalt Base No. 5 D (880 #/SY)	2,150±TN	50,525.00	24.50	52,675.00	24.74	53,191.00	24.97	53,685.50	26.11	56,136.50		
	Asphalt Binder No. 9 (220 #/SY)	540± TN	13,635.00	25.25	13,635.00	25.60	13,824.00	25.83	13,948.20	27.00	14,580.00		
	Asphalt Surface State Mix 11-B (110 #/SY)	270± TN	7,587.00	28.75	7,762.50	29.08	7,851.60	29.35	7,924.50	30.68	8,283.60		
	Tack Coat (0.08 Gal/SY)	3.23 TN	1,049.75	260.00	839.80	267.00	862.41	269.50	870.49	281.75	910.05		
	Sign - NO PARKING (R-8-3) 12" x 18"	6± EA	240.00	60.00	360.00	65.00	390.00	57.20	343.20	68.31	409.86		
	Sign - STOP (R1-1) 30" x 30"	1± EA	75.00	115.00	115.00	120.00	120.00	110.55	110.55	127.08	127.08		
	Sign - DEAD END (W14-1) 24" x 24"	1± EA	45.00	118.00	118.00	122.00	122.00	112.75	112.75	117.59	117.59		
	Pavement Marking (6" Yellow Thermoplastic)	779± LF	1,051.65	.54	420.66	.55	428.45	.48	373.92	.75	584.25		
	Integral Concrete Curb Type II-A	285± LF	1,211.25	3.40	969.00	2.92	832.20	2.95	840.75	3.08	877.80		
	Plain Concrete Pavement 9"	350± SY	8,750.00	20.25	7,087.50	21.60	7,560.00	21.78	7,623.00	22.77	7,969.50		
	SUBTOTAL OF ALTERNATE #1		98,159.90		105,236.01		107,380.91		109,479.01		115,879.88		
	TOTAL BASE BID & ALT. NO. 1		342,493.10		383,207.37								
	ALTERNATE #2 - DISC DRIVE (DELETE)												
	Common Excavation	1,343±CY	2,543.30	1.52	2,041.36	2.00	2,686.00	2.97	3,988.71	4.00	5,372.00		
	Concrete Curb & Gutter Type II-B	1,662±LF	6,564.90	8.25	13,711.50	8.63	14,343.06	8.69	14,442.78	9.11	15,140.82		
	Compacted Aggregate Type "O" No. 53 (To be used under curbs)	182± TN	1,547.00	8.00	1,456.00	6.37	1,159.34	6.60	1,201.20	6.90	1,255.80		
	Asphalt Base No. 5 D (880 #/SY)	1,812±TN	42,582.00	24.50	44,394.00	24.74	44,828.88	24.97	45,245.64	26.11	47,311.32		
	Asphalt Binder No. 9 (220 #/SY)	453± TN	11,438.25	25.25	11,438.25	25.60	11,596.80	25.83	11,700.99	27.00	12,231.00		
	Asphalt Surface State Mix 11-B (110#/SY)	226± TN	6,350.60	28.75	6,497.50	29.08	6,572.08	29.35	6,633.10	30.68	6,933.68		
	Tack Coat (0.08 Gal/SY)	2.73± TN	887.25	260.00	709.80	267.00	728.91	269.50	735.74	281.75	769.18		
	Sign - NO PARKING (R-8-3) 12" x 18"	4± EA	160.00	60.00	240.00	65.00	260.00	59.40	237.60	68.31	273.24		
	Sign - STOP (R1-1 30" x 30")	1± EA	75.00	115.00	115.00	120.00	120.00	110.55	110.55	127.08	127.08		
	Sign - DEAD END (W14-1) 24" x 24"	1± EA	45.00	118.00	118.00	122.00	122.00	112.48	112.48	117.59	117.59		
	Pavement Marking (6" Yellow Thermoplastic)	553± LF	746.55	.54	298.62	.55	304.15	.48	265.44	.75	414.75		
	Integral Concrete Curb Type II-A	285± LF	1,211.25	3.40	969.00	2.92	832.20	2.95	840.75	3.08	877.80		
	Plain Concrete Pavement 9"	350± SY	8,750.00	20.25	7,087.50	21.60	7,560.00	21.78	7,623.00	22.77	7,969.50		
	SUBTOTAL OF ALTERNATE #2		82,901.10		89,076.53		91,113.42		93,137.98		98,793.76		
	TOTAL COST OF STREETS		425,394.20		472,283.90		491,431.53		492,451.71		533,645.95		

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE III
STREET LIGHTING

RES. NO. 74 - 150 - 2
E.D.A. NO. 06-01-02027

CONTRACTOR	ENGINEER/DOP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE / WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION BASE BID	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	35' Bronze Aluminum Twin Pole	12± EA	10,320.00	1,170.00	14,040.00	1,824.00	21,888.00	1,155.00	13,860.00	1,290.00	15,480.00		
	250 Watt HPS Luminaire & Lamp	24± EA	10,200.00	567.00	13,608.00	347.00	8,328.00	459.90	11,037.60	366.00	8,784.00		
	400 Watt HPS Luminaire & Lamp	11± EA	4,675.00	581.00	6,391.00	347.00	3,817.00	467.25	5,139.75	366.00	4,026.00		
	35' Bronze Aluminum Pole	11± EA	9,075.00	1,080.00	11,880.00	1,575.00	17,325.00	1,155.00	12,705.00	1,674.00	18,414.00		
	2' x 2' x 6' Concrete Foundation wiht Entry Sleeves & Grounding	23± EA	18,975.00	355.00	8,165.00	175.00	4,025.00	493.50	11,350.50	185.00	4,255.00		
	3-1/1C #4 AWG Copper Wire in Trench or Conduit	4,350± LF	11,962.50	2.45	10,657.50	1.80	7,830.00	2.00	8,700.00	1.90	8,265.00		
	2" Conduit in Place	1,000± LF	10,500.00	1.85	1,850.00	.80	800.00	3.78	3,780.00	.85	850.00		
	Trench in Earth 24" Deep	3,000± LF	3,750.00	2.05	6,150.00	.59	1,770.00	1.05	3,150.00	.63	1,890.00		
	2-1/C #12 Stranded Copper in Light Supports	2,100± LF	840.00	.21	441.00	.07	147.00	.19	399.00	.07	147.00		
	Fused Connector	46± EA	333.50	33.75	1,552.50	18.75	862.50	24.68	1,135.28	20.00	920.00		
	Unfused Connector	23± EA	149.50	22.90	526.70	1.85	42.55	21.00	483.00	1.96	45.08		
	Grounding Lug	23± EA	52.90	10.95	251.85	2.31	53.13	4.20	96.60	1.52	34.96		
	10' Riser Section	1± EA	45.00	51.90	51.90	347.00	347.00	126.00	126.00	366.00	366.00		
	Compression Connector	75± EA	300.00	15.23	1,142.25	3.10	232.50	4.62	346.50	3.28	246.00		
	SUBTOTAL OF BASE BID		81,178.40		76,707.70		67,467.68		72,309.23		63,723.04		
	ALTERNATE #1 - MATRIX WAY												
	35' Bronze Aluminum Pole	8± EA	6,600.00	1,170.00	9,360.00	1,575.00	12,600.00	1,155.00	9,240.00	1,674.00	13,392.00		
	250 Watt HPS Luminaire & Lamp	8± EA	3,400.00	567.00	4,536.00	347.00	2,776.00	459.90	3,679.20	366.00	2,928.00		
	2' x 2' x 6' Concrete Foundation with Entry Sleeves and Grounding	8± EA	2,600.00	355.00	2,840.00	175.00	1,400.00	493.50	3,948.00	185.00	1,480.00		
	3-1/C #4 AWG Copper Wire in Trench or Conduit	1,250± LF	3,437.50	2.45	3,062.50	1.80	2,250.00	2.00	2,500.00	1.90	2,375.00		
	2" Conduit in Place	150± LF	1,575.00	1.85	277.50	.80	120.00	3.78	567.00	.85	127.50		
	Trench in Earth - 24" Deep	1,025± LF	1,281.25	2.05	2,101.25	.59	604.75	1.05	1,076.25	.63	645.75		
	2 1/C #12 AWG Wire in Light Supports	600± LF	240.00	.21	126.00	.07	42.00	.19	114.00	.07	42.00		
	Fused Connector	16± EA	116.00	33.75	540.00	18.75	300.00	24.68	394.88	20.00	320.00		
	Unfused Connector	8± EA	52.00	22.90	183.20	1.85	14.80	21.00	168.00	1.96	15.68		
	Grounding Lug	8± EA	18.40	10.95	87.60	2.31	18.48	4.20	33.60	1.52	12.16		
	Compression Connector	24± EA	96.00	15.23	365.52	31.10	74.40	4.62	110.88	3.28	78.72		
	SUBTOTAL OF ALTERNATE #1		19,416.15		23,479.57		20,200.43		21,831.81		21,416.81		
	TOTAL BASE BID & ALT. NO 1.		100,594.55		100,187.27								
	ALTERNATE #2 - DISC DRIVE (DELETE)												
	35' Bronze Aluminum Pole	7± EA	5,775.00	1,170.00	8,190.00	1,575.00	11,025.00	1,155.00	8,085.00	1,674.00	11,718.00		
	250 Watt HPS Luminaire & Lamp	7± EA	2,975.00	567.00	3,969.00	347.00	2,429.00	459.90	3,219.30	366.00	2,562.00		
	2' x 2' x 6' Concrete Foundation with Entry Sleeves & Grounding	7± EA	2,275.00	355.00	2,485.00	175.00	1,225.00	493.50	3,454.50	185.00	1,295.00		
	3 1/C #4 AWG Copper Wire in Trench or Conduit	1,100± LF	3,025.00	2.45	2,695.00	1.80	1,980.00	2.00	2,200.00	1.90	2,090.00		
	2" Conduit in Place	125± LF	1,312.50	1.85	231.25	.80	100.00	3.78	472.50	.85	106.25		
	Trench in Earth - 24" Deep	900± LF	1,125.00	2.05	1,845.00	.59	531.00	1.05	945.00	.63	567.00		
	2 1/C #12 AWG Wire in Light Supports	525± LF	210.00	.21	110.25	.07	36.75	.19	99.75	.07	36.75		
	Fused Connection	14± EA	101.50	33.75	472.50	18.75	262.50	24.68	345.52	20.00	280.00		
	Unfused Connector	7± EA	45.50	22.90	160.30	1.85	12.95	21.00	147.00	1.96	13.72		
	Grounding Lug	7± EA	16.10	10.95	76.65	2.31	16.17	4.20	29.40	1.52	10.64		
	Compression Connector	21± EA	84.00	15.23	319.83	3.10	65.10	4.62	97.02	3.28	68.88		
	SUBTOTAL OF ALTERNATE #2		16,944.60		20,554.78		17,683.47		19,094.99		18,748.24		
	TOTAL COST OF STREET LIGHTING		117,539.15		120,742.05		105,351.58		113,236.03		103,888.09		
	TOTAL COST OF PHASE III (STORM SEWER, STREETS, STREET LTG.)		862,173.35		856,328.45		860,850.61		876,222.62		914,984.04		
	TOTAL COST OF PHASE III BASE BID & ALT. NO. 1		703,452.65										

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE IV
DETENTION POND

RES. NO. 74 - 150 - 2
E.D.A. NO. 06 - 01 - 02027

CONTRACTOR	ENGINEER/CDP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE / WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	POND CONSTRUCTION												
	Including: Tree and brush removal, 70,000± CY of												
	excavation and top soil striping, dewatering, earth												
	moving and grading, 18" clay blanket construction												
	where required	LS	160,000.00	LS	126,000.00	LS	146,350.00	LS	188,100.00	LS	220,000.00		
	EMBANKMENT CONSTRUCTION												
	Including: Construction of core, dam, emergency spillway,												
	primary overflow system, pond drainage system, outfall												
	ditch, 30" and 68" x 78" pipe concrete headwall, placement												
	of river rock where required within pond, 30" and 6"												
	flapgates	LS	85,000.00	LS	60,000.00	LS	32,753.00	LS	71,500.00	LS	126,000.00		
	TOTAL COST OF PHASE IV DETENTION POND		245,000.00		186,000.00		179,103.00		259,600.00		346,000.00		

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE V
LANDSCAPING

RES. NO. 74 - 150 - 2
E.D.A. NO. 06 - 01 - 02027

CONTRACTOR	ENGINEER/COP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE / WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	BASE BID												
	Demolition of Existing Farm Structures	LS	3,000.00	9,064.00	9,064.00	16,000.00	16,000.00	12,100.00	12,100.00	9,280.00	9,280.00		
	Selective pruning & removal of vegetation, debris, fences & trash from site	LS	3,000.00	20,000.00	20,000.00	8,000.00	8,000.00	31,000.00	31,000.00	31,600.00	31,600.00		
	Stripping & Respreading of Topsoil	6,456 CY	6,456.00	1.57	10,135.92	3.15	20,336.40	2.75	17,754.00	3.50	22,596.00		
	Spillway Weir 1-74	LS	4,000.00	7,895.00	7,895.00	14,823.00	14,823.00	19,140.00	19,140.00	16,005.00	16,005.00		
	Concrete Headwall 2-74	LS	4,000.00	10,725.00	10,725.00	17,306.00	17,306.00	23,320.00	23,320.00	22,543.00	22,543.00		
	South Sign Wall	LS	4,000.00	3,750.00	3,750.00	7,468.00	7,468.00	6,050.00	6,050.00	6,712.00	6,712.00		
	North Sign Wall	LS	14,873.00	5,850.00	5,850.00	23,974.00	23,974.00	27,500.00	27,500.00	27,784.00	27,784.00		
	5' Wide Concrete Path	3,700 LF	29,600.00	9.40	34,780.00	8.42	31,154.00	8.25	30,525.00	9.20	34,040.00		
	Concrete Bench Pad	6 EA	276.00	200.00	1,200.00	123.00	738.00	220.00	1,320.00	300.00	1,800.00		
	Spillway Erosion Blanket	1,555 SY	12,440.00	9.65	15,005.75	9.47	14,725.85	12.00	18,660.00	13.80	21,459.00		
	Pond Shoreline Erosion Control Mat 4' Wide	3,790 LF	3,790.00	.79	2,994.10	.76	2,880.40	1.10	4,169.00	1.15	4,358.50		
	Gravel Beach 6" Thick w/Soil Separator	3,725 SY	11,175.00	5.85	21,791.25	5.67	21,120.75	9.90	36,877.50	10.41	38,777.25		
	6' Bench	6 EA	3,300.00	835.00	5,010.00	713.00	4,278.00	880.00	5,280.00	650.00	3,900.00		
	Trash Receptacle	3 EA	1,200.00	600.00	1,800.00	440.00	1,320.00	550.00	1,650.00	450.00	1,350.00		
	Tree Transplanting	20± EA	2,000.00	280.00	5,600.00	270.00	5,400.00	68.48	1,369.60	73.60	1,472.00		
	Floating Fountain & Fountain Unit Allowance	1 EA	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00		
	Floating Fountain: Labor & Materials to Install	LS	1,000.00	4,000.00	4,000.00	1,958.00	1,958.00	3,000.00	3,000.00	975.00	975.00		
	Seed Mix I	10.13 AC	10,130.00	1,235.00	12,510.55	1,200.00	12,156.00	1,605.00	16,258.65	1,725.00	17,474.25		
	Seed Mix II	3.2 AC	12,800.00	2,450.00	7,840.00	2,365.00	7,568.00	1,070.00	3,424.00	1,150.00	3,680.00		
	Seed Mix III	68.84 AC	68,840.00	1,235.00	85,017.40	1,185.00	81,575.40	1,498.00	103,122.32	1,610.00	110,832.40		
	Seed Mix IV	.32 AC	320.00	1,400.00	448.00	1,465.00	468.80	1,498.00	479.36	1,610.00	515.20		
	Red Maple 3"	21 EA	4,494.00	395.00	8,295.00	384.00	8,064.00	341.33	7,167.93	366.85	7,703.85		
	Cockspur Thorn 9'	41 EA	5,986.00	252.00	10,332.00	245.00	10,045.00	147.66	6,054.06	158.70	6,506.70		
	White Ash 2½"	9 EA	1,530.00	213.00	1,917.00	207.00	1,863.00	232.19	2,089.71	249.55	2,245.95		
	Serviceberry 6'	20 EA	2,000.00	146.00	2,920.00	142.00	2,840.00	156.22	3,124.40	167.90	3,358.00		
	Green Ash 2½"	21 EA	3,570.00	213.00	4,473.00	207.00	4,347.00	219.35	4,606.35	235.75	4,950.75		
	Zumi Crab 6'	56 EA	5,600.00	101.00	5,656.00	98.00	5,488.00	136.96	7,669.76	147.20	8,243.20		
	London Plan 2½"	8 EA	1,264.00	247.00	1,976.00	240.00	1,920.00	207.58	1,660.64	223.10	1,784.80		
	Cottonwood 2½"	17 EA	1,360.00	180.00	3,060.00	174.00	2,958.00	173.34	2,946.78	186.30	3,167.10		
	Red Oak 4½"	52 EA	19,344.00	639.00	33,228.00	621.00	32,292.00	598.13	31,102.76	642.85	33,428.20		
	Redbud 6'	19 EA	2,090.00	101.00	1,919.00	98.00	1,862.00	144.45	2,744.55	155.25	2,949.75		
	Niobe Willow 2½"	21 EA	2,625.00	180.00	3,780.00	174.00	3,654.00	222.56	4,673.76	239.20	5,023.20		
	Austrian Pine 6'	19 EA	2,565.00	180.00	3,420.00	174.00	3,306.00	144.49	2,175.31	123.05	2,337.95		
	Austrian Pine 9'	9 EA	2,025.00	291.00	2,619.00	283.00	2,547.00	364.87	3,283.83	392.15	3,529.35		
	Austrian Pine 12'	5 EA	1,800.00	403.00	2,015.00	392.00	1,960.00	450.47	2,252.35	484.15	2,420.75		
	Bald Cypress 5"	12 EA	3,600.00	583.00	6,996.00	567.00	6,804.00	485.78	5,829.36	522.10	6,265.20		
	Froebel Spirea 15-18"	498 EA	6,225.00	20.15	10,034.70	20.00	9,960.00	19.26	9,591.48	20.70	10,308.60		
	Arrowwood 36"	233 EA	3,378.50	23.55	5,487.15	23.00	5,359.00	24.61	5,734.13	26.45	6,162.85		
	Pin Oak 3½"	10 EA	2,700.00	470.00	4,700.00	458.00	4,580.00	406.60	4,066.00	437.00	4,370.00		
	White Waterlily	480 EA	288.00	12.35	5,928.00	12.00	5,760.00	9.74	4,675.20	10.47	5,025.60		
	Water Iris	200 EA	140.00	12.35	2,470.00	12.00	2,400.00	7.67	1,534.00	8.25	1,650.00		
	Spatterdock	50 EA	30.00	12.35	617.50	12.00	600.00	9.05	452.50	9.73	486.50		
	Pickerel Plant	165 EA	330.00	12.35	2,037.75	12.00	1,980.00	9.84	1,623.60	10.581	1,745.70		
	Giant Bur Reed	285 EA	199.50	12.35	3,519.75	12.00	3,420.00	7.49	2,134.65	8.05	2,294.25		
	Red Oak Liners	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00		
	White Ash Liner	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00		
	Green Ash Liners	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00		
	Black Cherry Liners	200 EA	200.00	4.50	900.00	4.40	880.00	14.98	2,996.00	16.10	3,220.00		
	Staghorn Sumac Liners	100 EA	100.00	2.25	225.00	2.20	220.00	14.98	1,498.00	16.10	1,610.00		
	Grey Dogwood Liners	100 EA	100.00	2.25	225.00	2.20	220.00	14.98	1,498.00	16.10	1,610.00		
	SUBTOTAL OF BASE BID		277,344.00		403,867.82		428,219.60		502,172.54		526,211.85		

* CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE V
LANDSCAPING (CONTINUED)

RES. NO. 74-150-2
E.D.A. NO. 06-01-02027

CONTRACTOR	ENGINEER/CDP ESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE/WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	ALTERNATE #1												
	Stripping and Respreading of Topsoil	485 CY	485.00	1.57	761.45	3.15	1,527.75	2.75	1,333.75	3.50	1,697.50		
	Street Sign Bollards	2 EA	6,600.00	1,865.00	3,730.00	2,716.00	5,432.00	2,310.00	4,620.00	5,375.00	10,750.00		
	Seed Mix I	4361 SY	3,052.70	.28	1,221.08	.27	1,177.47	.31	1,351.91	.33	1,439.13		
	White Ash 2½"	30 EA	5,100.00	213.00	6,390.00	207.00	6,210.00	232.19	6,965.70	249.55	7,486.50		
	Red Oak 3"	17 EA	4,675.00	395.00	6,715.00	384.00	6,528.00	374.50	6,366.50	402.50	6,842.50		
	Zumi Crab 6'	14 EA	1,400.00	101.00	1,414.00	98.00	1,372.00	136.96	1,917.44	147.20	2,060.80		
	Froebel Spirea 15-18"	465 EA	5,812.50	20.15	9,369.75	19.60	9,114.00	19.26	8,955.90	20.70	9,625.50		
	SUBTOTAL		27,125.20		29,601.28		31,361.22		31,511.20		39,901.93		
	TOTAL BASE BID & ALT. NO. 1		304,469.20		433,469.10								
	CREDITS FROM BASE BID QUANTITIES												
	Seed Mix III	1.86 AC	1,860.00	1,232.00	2,291.52	1,100.00	2,046.00	1,498.00	2,786.28	1,400.00	2,604.00		
	SUBTOTAL OF ALTERNATE #1		25,265.20		27,309.76		29,315.22		28,724.92		37,297.93		
	ALTERNATE #2 (DELETE)												
	Stripping & Respreading of Topsoil	492 CY	492.00	1.57	772.44	3.15	7,549.80	2.75	1,353.00	3.50	1,722.00		
	Street Sign Bollards	2 EA	6,600.00	1,865.00	3,730.00	2,716.00	5,432.00	2,310.00	4,620.00	5,375.00	10,750.00		
	5' Wide Concrete Path	760 LF	6,080.00	9.40	7,144.00	8.42	6,399.20	8.25	6,270.00	9.20	6,992.00		
	Seed Mix I	4,428 SY	3,099.60	.28	1,239.84	.27	1,195.56	.33	1,461.24	.36	1,594.08		
	Whiteash 2½"	24 EA	4,080.00	213.00	5,112.00	207.00	4,968.00	232.19	5,572.56	249.55	5,989.20		
	Red Oak 3"	17 EA	4,675.00	395.00	6,715.00	384.00	6,528.00	374.50	6,366.50	402.50	6,842.50		
	Zumi Crab 6'	14 EA	1,400.00	101.00	1,414.00	98.00	1,372.00	136.96	1,917.44	147.20	2,060.80		
	Froebel Spirea 15-18"	465 EA	5,812.50	20.15	9,369.75	19.60	9,114.00	19.26	8,955.90	20.70	9,625.50		
	SUBTOTAL		32,239.10		35,497.03		42,558.56		36,516.64		45,576.08		
	Seed Mix III	1.55 AC	1,550.00	1,232.00	1,909.60	1,100.00	1,705.00	1,498.00	2,321.90	1,400.00	2,170.00		
	Red Oak 4½"	3 EA	1,116.00	640.00	1,920.00	570.00	1,710.00	598.30	1,749.90	559.00	1,677.00		
	SUBTOTAL OF ALTERNATE #2		29,573.10		31,667.43		39,143.56		32,444.84		41,729.08		
	TOTAL COST OF PHASE V (LANDSCAPING)		334,042.30		462,845.01		490,680.38		563,341.30		605,238.86		

K CORRECTED

PROJECT: SUMMIT INDUSTRIAL PARK

PHASE VI
OFFSITE DITCH

RES. NO. 74 - 150 - 2
E.D.A. NO. 06-01-02027

CONTRACTOR	ENGINEER/CDPESTIM.	FLEMING EXC., INC.	T-G EXCAVATING, INC.	JOHN DEHNER, INC.	BERCOT, INC.	
NON-COLLUSION AFFIDAVIT						
LEGAL STATUS OF BIDDERS						
BID BOD						
MBE / WBE STATEMENT						
MINORITY FEMALE STATEMENT						
EQUAL EMPLOYMENT STATEMENT						
FINANCIAL STATEMENT						
CERTIFICATION OF NON-SEGREGATED FACILITIES						

ITEM NO.	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
	OFFSITE DITCH		24,000.00		17,500.00		25,332.00		20,350.00		31,000.00		
	TOTAL BASE BID		1,182,291.60		1,262,011.88								
	TOTAL ALT. NO. 1		226,796.25		234,450.34								
	Engineering & Inspection		140,908.78		149,646.22								
	Administrative Cost		9,460.00		9,460.00								
	Contingencies		65,840.00		65,840.00								
	TOTAL CONTRACT		1,625,296.63		1,721,408.44								

1 CORRECTED

BILL NO. S-85-03-33

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving a Contract by and between the City of Fort Wayne, Indiana, through its Board of Public Works and Safety and Leininger Excavating, Inc., for offsite ditch work at Summit Park

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN [redacted]

YES		NO
	BEN A. EISBART CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRWOMAN	
	SAMUEL J. TALARICO	
	THOMAS C. HENRY	
	JAMES S. STIER	

CONCURRED IN 3-26-85

SANDRA E. KENNEDY
CITY CLERK

Admn. Appr._____

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance D-85-03-33

DEPARTMENT REQUESTING ORDINANCE Board of Public Works and Safety

SYNOPSIS OF ORDINANCE An Ordinance approving a Contract by and between the City of Fort Wayne, Indiana, through its Board of Public Works and Safety and Leininger Excavating, Inc., for offsite ditch work at Summit Park.

EFFECT OF PASSAGE Improvement of the outfall area from the retention pond.

EFFECT OF NON-PASSAGE Opposite of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $14,800.00

ASSIGNED TO COMMITTEE (PRESIDENT)_____

Invitation For Bids/Award of Contract*
(FEDERALLY-ASSISTED Construction)

PROJECT: Summit Industrial Park CONTRACT #: Res. # 74-150-2

E.D.A. # 06-01-02027

CONTENTS

Check if Contained	Pages	
X	1	COVER SHEET
	I1 - I11	INSTRUCTION TO BIDDERS
	S1	SCHEDULE
X		SCHEDULE OF ITEMS
	GP1 - GP17	GENERAL PROVISIONS
	GPA1 - GPA6	FEDERAL LABOR STANDARDS PROVISIONS
		SPECIAL CONDITIONS
		PLANS AND SPECIFICATIONS
		DRAWINGS
X		MBE/WBE
X		Minority Female

ATTACHMENTS

X		CERTIFICATION OF NON-SEGREGATED FACILITIES
X		NON-COLLUSION AFFIDAVIT
		BIDDER'S BOND
X		STATE BOARD OF ACCOUNTS FORM 96-A
		CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
		PREVAILING WAGE SCALE - STATE OF INDIANA
		FEDERAL WAGE SCALE
X		PAYMENT BOND
X		WARRANTY BOND (Labor / Material)
X		Clean Air

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	-0- %	-0- %	-0- %	-0-%

ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
Roland K Leininger	1	Feb 6 1985		
	2	Feb 19 1985		

* * * * * * *

BID SUBMITTED

Leininger Excavating, Inc.
Contractor

By: Roland K. Leininger
Attest: Roland K Leininger
Its: President
Offer Date: 2-27-85

Bidder agrees to keep bid open for acceptance for 90 (90 days unless otherwise specified)

COMPLIANCE: GLO 3/15/85

O.C. 2/85
B.O.W. FED.

*NOTE: AWARD WILL BE MADE ON THIS FORM.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

_____

_____

_____

CITY OF FORT WAYNE
MAYOR

_____

AWARD DATE: _____

NOTICE OF AWARD

TO: Leininger Excavation Inc.

2501 W. Wallen Road

Fort Wayne, IN 46818

PROJECT DESCRIPTION Summit Industrial Park

Res. No. 74-150-2, E.D.A. Project No. 06-01-02027

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated Jan. 18, 25 & Feb. 8, 15 1985, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $ 14,800.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 13th day of March, 1985.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Leininger Excavating, Inc.

this the 14 day of March

1985.

By Roland K. Leininger

Title President

BOARD OF PUBLIC WORKS & SAFETY

David J. Kiester

David J. Kiester, Director of Public Works

Cosette R. Simon, Director of Administration & Finance

Lawrence D. Consalvos

Lawrence D. Consalvos, Director Public Safety

AGREEMENT

This Agreement made and entered into this ___ day of March 198 5 , by and between the City of Fort Wayne, hereinafter called OWNER, and Leininger Excavating, Inc. hereinafter called CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

"Summit Industrial Park"
EDA Project No. 06-01-02027

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within two hundred seventy (270) days after the date when the Contract Time commences to run.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred fifty ($250.00) Dollars for each day that expires after the time specified in Paragraph 2.1 for completion until the Work is complete. The liquidated damages charged shall be deducted from the Contractor's Progress Payments.

2.3 In addition to liquidated damages, all engineering and inspection costs incurred after the specified completion date shall be paid by the Contractor to the OWNER prior to final payment authorization. Charges shall be made at such times and in such amounts as the Engineer shall invoice the OWNER, Provided, however, said charges shall be in accordance with the Engineer's current rate schedule at the time the costs are incurred. The engineering and inspection costs incurred after the specified completion date shall be deducted from the Contractor's Progress Payments.

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

ARTICLE 4. PAYMENT PROCEDURES

Progress payments and retainage under this Contract are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Contract. Without excluding any provisions of the Act from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

4.1 The person representing the CONTRACTOR who will submit written results for progress payments shall be: Roland K. Leininger

4.2 The person representing the OWNER to whom requests for progress payments are to be submitted shall be: City of Fort Wayne — RALPH C. FORTRIEDE, Project ENGINEER

4.3 The CONTRACTOR's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce ONWER to enter into this Agreement, CONTRACTOR makes the following presentations:

5.1 CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

5.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications and which have been identified in the Supplemental General Conditions.

5.3 CONTRACTOR has made or caused to be made examinations, investigations tests and studies of such reports and related data in addition to those referred to in Paragraph 5.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

5.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

5.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

6.1 Bidding Requirements (including the Advertisement for Bids, Instructions to Bidders, Proposal, Legal Status of Bidder, and other Documents listed in the Table of Contents thereof).

6.2 This Agreement

6.3 Performance and Other Bonds

6.4 Notice of Award

6.5 Notice to Proceed (if issued)

6.6 Conditions of the Contract (including General Conditions, Supplemental General Conditions and EDA Supplemental General Conditions).

6.7 Specifications bearing the title **"Summit Industrial Park."**

6.8 Plans consisting of sheets numbered 1 through 74 inclusive with each sheet bearing the following general title: **"Summit Industrial Park."**

6.9 Addenda numbers 1 to 2, inclusive.

6.10 Documentation submitted by CONTRACTOR prior to Notice of Award.

LEGAL STATUS
OF BIDDER

This proposal is submitted in the name of:

(Print) Leininger Excavating, Inc. by Roland K. Leininger

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street 2501 W. Wallen Road

City Fort Wayne

State Indiana Zip Code 46818

The undersigned hereby declares that he has legal status checked below:

( ) INDIVIDUAL

( ) INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

( ) CO-PARTNERSHIP
The Assumed name of the Co-Partnership is registed in the County of _____ Indiana

(X) CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Indiana. The Corporation is

(X) LICENSED TO DO BUSINESS IN INDIANA

( ) NOT NOW LICENSES TO DO BUSINESS IN INDIANA

The name, titles and home addresses of all person who are officers or Partners in the organization are as follows:

NAME AND TITLE:	HOME ADDRESS
Roland K. Leininger - President	5712 Homewood Drive
Jacquelyn M. Leininger -Sec.Trea.	5712 Homewood Drive

Signed and sealed this 15 day of March, 1985.

By Roland K. Leininger
(Signature)

Roland K. Leininger
Printed Name of Signer

President
Title

Ætna
LIFE & CASUALTY

PERFORMANCE BOND

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No.

KNOW ALL MEN BY THESE PRESENTS:

that LEININGER EXCAVATING, INC., 2501 W. Wallen Rd., Fort Wayne, IN 46818
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, THE ÆTNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Fourteen Thousand Eight Hundred and no/100----

----------Dollars ($ 14,800.00------- - --), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 15 , 1985 , entered into a contract with Owner for

Phase VI of the Summit Industrial Park
in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor

Ætna
LIFE & CASUALTY

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

KNOW ALL MEN BY THESE PRESENTS:

that LEININGER EXCAVATING, INC., 2501 W. Wallen Rd., Fort Wayne, IN 46818

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, THE ÆTNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of FOURTEEN

THOUSAND EIGHT HUNDRED AND NO/100---------- --- Dollars ($14,800.00----- - -),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 15, 19 85 entered into a contract with Owner for

Phase VI of the Summit Industrial Park

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably

said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service

Ætna
LIFE & CASUALTY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE ÆTNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Julian M. Bowers, Harry A. Crawford, Ronald J. Harruff, Leonard B. Koeller, Thomas G. McRae, Roland E. Weber, James E. VanDyck, William R. McBride, Edward M. Brown, Harold E. Everett, Jeffrey C. Johnson or Duwan F. Tagtmeyer - -

of Fort Wayne, Indiana , its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated , the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto not exceeding the sum of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS -

and to bind THE ÆTNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE ÆTNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE ÆTNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE ÆTNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 10th day of May , 19 84

THE ÆTNA CASUALTY AND SURETY COMPANY

By J. T. Duffy
J. T. Duffy
Assistant Vice President

State of Connecticut } ss. Hartford
County of Hartford }

On this 10th day of May , 19 84 , before me personally came J. T. DUFFY , to me known, who, being by me duly sworn, did depose and say: that he/she is Assistant Vice President of THE ÆTNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.

George A. Perry, Jr.
My commission expires March 31, 19 86 Notary Public
George A. Perry, Jr.

CERTIFICATE

I, the undersigned, Secretary of THE ÆTNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 15th day of March , 19 85

By John W. Welch
John W. Welch, Secretary

(S-1821-E) (M) 3-79 PRINTED IN U.S.A.

LABOR and MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that:

Leininger Exc. Inc.
(Name of Contractor)

2501 W. Wallen Rd. Ft. Wayne, Indiana - 46818
(Address of Contractor)

a Corp., hereinafter called Principal, and

Aetna Casualty
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Fourteen Thousand Eight Hundred & 00/xx Dollars ($14,800.00), (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____day of _____ 198___, for the construction of:

"SUMMIT INDUSTRIAL PARK"

all according to City of Fort Wayne's Bid Specifications, Drawing No. SY11134, Sheets 1 through 74 and special provisions.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlment between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,equip-

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____ 198___.

ATTEST:

Jacquelyn M Leininger
(Principal) Secretary

Leininger Exc Inc.
(Principal)

By Roland K. Leininger [S]

[SEAL]

James D. Rinks
(Witness as to Principal)

414 W. Pontiac Ft. Wayne, In
(Address)

2501 W. Wallen Rd.
(Address)

Ft Wayne Indiana 46818

Aetna Casualty
(Surety)

ATTEST:

(Surety) Secretary

Joan M. Gutermuth
NOTARY PUBLIC Joan M. Gutermuth

1-25-89 Allen
Comm. ~~expires~~ County

[SEAL]

Vicki L. Leininger
Witness as to Surety

By: Attorney-In-Fact

3811 Illinois Rd
(Address)

3811 Illinois Rd.
(Address)

Ft. Wayne, IN 46804

Ft. Wayne, Ind 46804

NOTE: Date of Bond ust not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Aetna
LIFE & CASUALTY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

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of Fort Wayne, Indiana, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated , the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto not exceeding the sum of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS -

and to bind THE ÆTNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE ÆTNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE ÆTNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE ÆTNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 10th day of May, 19 84

THE ÆTNA CASUALTY AND SURETY COMPANY

By J. T. Duffy
J. T. Duffy
Assistant Vice President

State of Connecticut } ss. Hartford
County of Hartford }

On this 10th day of May, 19 84, before me personally came J. T. DUFFY, to me known, who, being by me duly sworn, did depose and say: that he/she is Assistant Vice President of THE ÆTNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.

George A. Perry, Jr.
My commission expires March 31, 86 Notary Public
George A. Perry, Jr.

CERTIFICATE

I, the undersigned, Secretary of THE ÆTNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this day of , 19

By John W. Welch
John W. Welch, Secretary

(S-1921-E) Ed. 3-79

PRINTED IN U.S.A.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Indiana)
) SS
COUNTY OF Allen)

Roland K. Leininger, being first duly sworn, deposes and says that:

(1) He/She is Roland K. Leininger of Leininger Exc., Inc, the Bidder that has submitted the attached Bid:

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the

The City of Fort Wayne.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Signed) Roland K Leininger

(Title) President

Subscribed and sworn to before me this 15th day of March, 1985.

Joan M. Gutermuth Joan M Gutermuth

NCA-1 My Commission Expires: 1-25-89

General Form No. 96-a.
Prescribed by the State Board of Accounts of Indiana.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947.

Submitted to City of Fort Wayne

By Leininger Excavating, Inc. { A Corporation / A Co-partnership / An Individual }

Address 2501 W. Wallen Road

Fort Wayne, IN 46818

Date submitted February 27, 19 85

Filed

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 18, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars ($5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

INCOME STATEMENT

for the period from 1/1/83 through 12/31/83

Name: Leininger Excavating, Inc.
Address: 2501 West Wallen Road
Fort Wayne, IN 46808

INCOME				
Money Received from Customers	$ 175,403			
Add: Accounts Receivable — end of period	34,860			
Subtotal	210,263			
Less: Accounts Receivable — beginning of period	24,044			
NET SALES			$ 186,219	100%
COST OF SALES				
Purchases for Resale payments	32,874			
Add: Accounts Payable for Purchases for Resale — end of period	- 0 -			
Subtotal	32,874			
Less: Accts Payable for Purchases for Resale — beginning of period	1,000			
Total purchases		$ 31,874		
Add: Inventory — start of period		- 0 -		
Subtotal		31,874		
Less: Inventory — end of period		- 0 -		
COST OF GOODS SOLD			$ 31,874	17.1 %
GROSS PROFIT (Net Sales less Cost of Goods Sold)			$ 154,345	82.9 %
BUSINESS EXPENSES				
Advertising	398		.2 %	
Off road fuel	8,554		4.6	
Bank & Credit Card Chgs	238		.1	
Car-Truck	7,551		4.1	
Commissions				
Contract Services	868		.5	
Dues & Subscriptions	561		.3	
Entertainment				
Freight Out				
Insurance	7,705		4.1	
Interest	1,115		.6	
Laundry & Uniforms	1,251		.7	
Office Supplies	954		.5	
Operating Supplies	6,345		3.4	
Permits	391		.2	
Postage	240		.1	
Professional Fees	818		.4	
Rent	3,000		1.6	
Repairs & Maintenance	11,932		6.4	
Telephone	3,141		1.7	
Travel				
Utilities	1,827		1.0	
Gross Salaries	41,594		22.3	
Miscellaneous	409		.2	
Business Taxes, Licenses	8,284		4.4	
TOTAL EXPENSES			$ 107,176	57.6 %
PROFIT BEFORE DEPRECIATION			47,169	25.3 %
DEPRECIATION			25,643	13.8 %
NET OPERATING PROFIT			$ 21,526	11.6 %
OTHER INCOME				
TOTAL			$ 21,526	

THIS STATEMENT HAS BEEN PREPARED FROM THE BOOKS OF ACCOUNT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE (OWNER OR OFFICER) TITLE DATE

CORPORATION BALANCE SHEET AS OF 12/31 19 83

FOR Leininger Excavating, Inc.
2501 West Wallen Road
Fort Wayne, IN 46808

ASSETS

CURRENT ASSETS			
CASH IN BANK		2,539	
CASH ON HAND			
ACCOUNTS RECEIVABLE		34,860	
NOTES RECEIVABLE*			
INVENTORY ON HAND			
LOANS TO STOCKHOLDERS			
PREPAID EXPENSES			
TOTAL			37,399
FIXED ASSETS			
LAND			
BUILDINGS*			
LESS: ACCUM. DEPR.	( )		
AUTOS & TRUCKS	27,908		
LESS: ACCUM. DEPR.	(20,226)	7,682	
EQUIPMENT & FIXTURES	146,993		
LESS: ACCUM. DEPR.	(73,944)	73,049	
TOTAL			80,731
OTHER ASSETS			
INVESTMENTS			
SECURITIES*			
INSURANCE (CASH VALUE)*			
REFUNDABLE DEPOSITS			
ORGANIZATION EXPENSE*			
LESS: ACCUM. AMORT.	( )		
TOTAL			
TOTAL ASSETS			118,130

*ITEMIZED INFORMATION SHOWN ON SUPPORTING SCHEDULES. REVERSE SIDE

LIABILITIES & STOCKHOLDERS' EQUITY

CURRENT LIABILITIES			
ACCOUNTS PAYABLE			
NOTES PAYABLE (UNDER 12 MOS.)*			
PAYROLL DEDUCTIONS PAYABLE	627		
ACCRUED EXPENSES			
TOTAL		627	
LONG TERM LIABILITIES			
NOTES PAYABLE (OVER 12 MOS.)*			
MORTGAGES PAYABLE			
LOANS FROM STOCKHOLDERS	84,684		
LOANS AGAINST LIFE INSURANCE			
OTHER:			
TOTAL		84,684	
TOTAL LIABILITIES			85,311
STOCKHOLDERS' EQUITY			
CAPITAL STOCK	11,293		
PAID IN CAPITAL IN EXCESS OF PAR/STATED VALUE			
SUB-TOTAL		11,293	
RETAINED EARNINGS			
BEGINNING OF PERIOD	12,584		
PROFIT (LOSS) FOR PERIOD	21,526		
SUB-TOTAL	34,110		
LESS: DIVIDENDS PAID	(12,584)		
RETAINED EARNINGS END OF PERIOD		21,526	
LESS: COST OF TREASURY STOCK		( )	
TOTAL STOCKHOLDERS' EQUITY			32,819
TOTAL LIABILITIES & STOCKHOLDERS EQUITY			118,130

THIS STATEMENT HAS BEEN PREPARED FROM THE BOOKS OF ACCOUNT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CORPORATION NAME _____

BY _____ TITLE _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees, any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perfrom their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further, that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any Contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation of entertainment areas, transportation and housing facilities provided for employees, which are segregated by explicit directive or are in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods), he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers, is prescribed in 18 U.S. 1001.

DATE 15 March, 1985.

R.P. Lemmings Co. Inc.
Name of Bidder

By Roland L. Lemmings

Title President

2501 W Wallen Rd. Zip Code 46818
Official Address

It is the policy of Leininger Exc., Inc.
(Company)

that equal employment opportunity be afforded to all qualified persons, without regard to race, religion, color, sex or national origin.

In support of this policy, Leininger Exc., Inc.

will not discriminate against any employee, or applicant for employment, because of race, religion, color, sex or national origin.

The Leininger Exc., Inc.
(Company)

will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include, but not be limited to:

Recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer, or demotion of pay, or other forms of compensation, layoffs, or termination.

Leininger Exc., Inc.
Name of Company

Roland K. Leininger
Signature of Company Official

2/15/85
Date

MBE/WBE STATEMENT
for
City of Fort Wayne, Indiana

"Summit Industrial Park Project"
Contract No. 74-150-2

Bid Date: 2/27/85

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross inapplicable provision).

For MBE specify percentage of minority ownership _____%

For WBE specify percentage of women ownership XX %

B. _____ The undersigned certifies that they are joint venture in which the following (MBE/WBE) firm XXXXXXXXXXXXXXXXXXXX _____

(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm XX %(cross out inapplicable provision).

C. The undersigned commits 13.7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Phoenix Stone & Landscape	4820 Industrial Rd.	Furnish Rip Rap
2.		
3.		

D. The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

~~At the present time we employ no minorities.~~ The project calls for only one subcontractor. We have contacted the above MBE firm.

2. We have taken the following steps in an attempt to comply with these participation goals:

If on this project we need more manpower or sub-contract we will hire minority if possible.

(attach additional sheets as necessary)

CONTRACTOR Leininger Exc., Inc.

By Roland K. Leininger

Title President

CONTRACTOR Leininger Exc Inc.

By Roland K. Leininger

Title Pres.

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

NO WAGE

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: My Company is only is 17% for this project. If we fail to meet the 17% goal it is because only 2 employees are being used by the General and the Subcontractor has not indicated his workforce MBE composition at this time.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: ① Reviewed MBE/WBE list from City of Fort Wayne ② will contact MBE Sub by phone + letter.

(attach additional sheets if necessary)

Contractor Lemington Elec. Inc.

By Roland K. Lemington

Its President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

Contractor to complete the following Certificate if equal employment statement and affirmative action program have been previously filed with the CITY OF FORT WAYNE. If contractor does not have such statements on file, they must be filed prior to submission of bids.

CERTIFICATE IN LIEU OF
EQUAL EMPLOYMENT STATEMENT AND
AFFIRMATIVE ACTION PROGRAM

I, Roland K. Leininger (name), the President (position)

of Leininger Exc. Inc. (company)

hereby certify:

1. That the Equal Employment Statement and the Affirmative Action Program of said Company, dated the 15 day of March 19 85, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.

2. That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.

3. That said company is/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

DATE: March 15, 1985

Roland K. Leininger
Signature

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Roland K. Leininger and acknowledged the execution of the foregoing as and for their/his voluntary act and deed for the uses and purposes therein contained.

Joan M Gutermuth
Notary Public Joan M. Gutermuth

My commission expires: 1-25-89

FORM ED-524
(REV. 8-80)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

CERTIFICATION OF COMPLIANCE WITH THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

42 USC 7401 et seq.. 33 USC 1251 et seq., E.O. 11738

Res. # 74-150-2

Name of Project: Summit Park Phase VI Project Number: EDA # 06-01-02027

Location: Fort Wayne - Allen Co - State of Indiana
(City, county, state)

The UNDERSIGNED Certifies that:

(a) it is either (1) an applicant for financial assistance from the Economic Development Administration, (2) a bidder for a construction, service or supply contract to be entered into by the recipient of EDA assistance for the purpose of accomplishing the project noted above, or (3) a bidder for a subcontract under the latter contract;

(b) as such, those facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project noted above are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities, pursuant to Section 15.20 of 40 CFR, Part 15; and

(c) it will notify the Economic Development Administration, if the UNDERSIGNED is an applicant, or notify the recipient of the EDA financial assistance, if the UNDERSIGNED is a bidder, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing on the EPA List of Violating Facilities.

Roland K. Leininger
Signature and Title of Applicant's/ Contractor's/Subcontractor's Authorized Representative*

15 March 85
Date

for Leininger Exc. Inc.
Applicant/Contractor/Subcontractor*

ACKNOWLEDGEMENT

I, Roland K. Leininger, as President (Title) of Leininger Exc Inc. (Applicant's/Contractor's/Subcontractor's Name*) do hereby certify that the foregoing officer who executed the certification has full authority to bind that entity. In witness whereof I set my hand and affix the (corporate, state, county, or municipal)* seal this 15 day of March, 1985.

Roland K. Leininger
Name and Title of Individual

NOTARY PUBLIC Joan M. Gutermuth
Joan M. Gutermuth
My commission expires: 1-25-89

SEAL

NOTE: The above acknowledgement must be executed by a different officer than the person who signed above for the entity. HOWEVER, if such entity represents a single owner, or a proprietorship, or a partnership, then the acknowledgement need not be executed.

* STRIKE OUT INAPPROPRIATE REFERENCES

USCOMM-DC 80-53538-P80

This form for Owner's Use

ENGINEER ESTIMATE

DATE 12/06/84

PROJECT NAME: "SUMMIT PARK" Offsite Ditch (Phase VI)

EM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
	OFFSITE DITCH CONSTRUCTION INCLUDING:			
	Brush and Tree removal, 4,800± CY of ditch			
	excavation, filling of an existing ditch,			
	earth moving and grading, 2,500± SY of			
	seeding and restoration, river rock place-			
	ment where required	1480 ft.	$10.00 LS	$ 14,800.00
	Total Construction Cost			$ 14,800.00

P.L. 2/27/85

Summary of Proposal

	Base Bid	Alternate #1	Alternate #2	Subtotals
Phase I Sanitary Sewers	$_____	$_____	$_____	$_____
Phase II Water Main	$_____	$_____	$_____	$_____
Phase III Storm Sewers Street Street Lighting	$_____	$_____	$_____	$_____
Phase IV Detention Pond	$_____	$_____	$_____	$_____
Phase V Sidewalk, Landscaping, and Site Structures	$_____	$_____	$_____	$_____
Phases I through V			**TOTAL**	$_____
Phase VI Offsite Ditch			**TOTAL**	$ 14,800.00